

Exhibit A

SCANNED

MAR 25 2009

U.S. DISTRICT COURT *LS*

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Court File No. _____

Land O' Lakes, Inc.,

Plaintiff,

v.

Employers Mutual Liability Insurance
Company of Wisconsin and The Travelers
Indemnity Company,

Defendants.

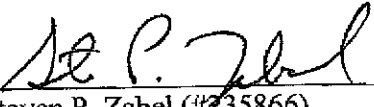
SUMMONS

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANTS:

Within twenty (20) days after service of this Summons upon you, you must serve upon the undersigned attorney for the Plaintiff your response to the attached Complaint. You may serve your response by mailing a copy thereof to the undersigned at the address below. If you fail to serve a response as required, the Court may grant all or part of the relief asked for by the Plaintiff in the attached Complaint.

You are hereby advised that Rule 114 of the Minnesota General Rules of Practice provides that most civil cases are subject to alternative dispute resolution processes. Alternative dispute resolution includes mediation, arbitration, and other processes as set forth in Rule 114. You may contact your attorneys or the Court Administrator about these processes.

Dated: February 18, 2009



Steven P. Zabel (#235866)
LEONARD, STREET AND DEINARD
PROFESSIONAL ASSOCIATION
150 South Fifth Street, Suite 2300
Minneapolis, Minnesota 55402
Telephone: (612) 335-1675

ATTORNEYS FOR PLAINTIFF

3. Defendant The Travelers Indemnity Company ("Travelers") is, upon information and belief, a Connecticut corporation with its principal place of business in Hartford, Connecticut.

JURISDICTION AND VENUE

4. Jurisdiction is proper because this case involves insurance policies owned by LOL, a citizen of Minnesota.

5. Venue is proper because LOL's principal place of business is located in Ramsey County, Minnesota.

BACKGROUND AND NATURE OF THIS ACTION

6. This is an action for breach of contract and declaratory judgment respecting LOL's entitlement to coverage under insurance policies issued by Employers and Travelers.

A. The Policies

7. LOL is the owner of certain insurance policies issued by Employers to Midland Cooperatives, Inc. ("the Employers Policies").

8. LOL and Midland Cooperatives, Inc. ("Midland") merged in 1981, with LOL as the surviving entity.

9. The Employers Policies, their policy numbers, policy limits and policy coverage periods are listed in the table attached hereto as Exhibit A.

10. Upon information and belief, Employers may have issued other policies to Midland with earlier coverage periods.

11. LOL is the owner of certain insurance issued by Travelers to LOL (the "Travelers Policies")

12. The Travelers Policies, their policy numbers, policy limits and policy coverage periods are listed in the table attached hereto as Exhibit B.

13. Upon information and belief, Travelers may have issued other policies to LOL with earlier coverage periods.

B. The Insured Loss

14. From 1944 to 1977, Midland owned and operated an oil refinery in Cushing, Oklahoma (the "Cushing Site").

15. The refinery at the Cushing Site operated under various names including: Midland Cooperatives Wholesale, Inc.; Midland Cooperatives Wholesale, d/b/a Cushing Refining and Gasoline Co.; Midland Cooperative Wholesale, Cushing Refining Division; Cushing Refining and Gasoline Co., a Division of Midland Cooperative Wholesale; Midland Cooperative, Inc. of Cushing, OK; and Midland Cooperative, Inc.

16. In 1977, Midland sold the Cushing Site to Hudson Refining Company, Inc. ("Hudson").

17. Upon information and belief, refining operations ceased at the Cushing Site in 1982.

18. On or about January 18, 2001, the federal Environmental Protection Agency (the "EPA") served notice that Midland was a potentially responsible person ("PRP") under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") for alleged contamination at the Cushing Site.

19. For the period 2002 to February 2008, LOL did not hear anything further from EPA.

20. On or about February 19, 2008, LOL received a letter from EPA which informed LOL that EPA had decided to press its superfund claims against LOL for environmental damages at the Cushing Site (the "Cushing Superfund Claim").

21. Subsequent to EPA's February 19, 2008 letter, LOL incurred costs defending against the Cushing Superfund Claim.

22. LOL faces the potential for being held liable for damages due to the Cushing Superfund Claim.

23. LOL has tendered the Cushing Superfund Claim to Employers for defense and indemnity coverage.

24. Employers has refused to provide any coverage to LOL for the Cushing Superfund Claim.

25. LOL has tendered the Cushing Superfund Claim to Travelers for defense and indemnity coverage.

26. Travelers has refused to provide any coverage to LOL for the Cushing Superfund Claim.

COUNT ONE
Breach Of Contract
(Duty to Defend)

27. LOL repeats and realleges paragraphs 1-26 as though fully set forth herein.

Employers

28. Some or all of the Employers Policies obligate Employers to defend LOL against the Cushing Superfund Claim.

29. All conditions precedent to the trigger of the duty to defend under the Employers Policies have been satisfied, including LOL's notice and demand having been made upon Employers for coverage.

30. No exclusions or limitations apply to take away LOL's right to a defense of the Cushing Superfund Claim under the Employers Policies.

31. LOL is entitled to payment and reimbursement under the Employers Policies for all amounts which LOL has incurred subsequent to February 19, 2008, and for all amounts LOL will incur in future, in the defense of the Cushing Superfund Claim.

32. Employers has refused to honor the duty to defend contained in the Employers Policies after receiving tender of the Cushing Superfund Claim.

33. Employers' refusal to defend the Cushing Superfund Claim breached Employers' duty to defend under the terms of the Employers Policies.

34. Employers is liable to LOL for, and LOL is entitled to recover, damages in the amount of the entire loss LOL has suffered since February 19, 2008, and for all amounts LOL will in the future incur, in defending the Cushing Superfund Claim.

Travelers

35. Some or all of the Travelers Policies obligate Travelers to defend LOL against the Cushing Superfund Claim.

36. All conditions precedent to the trigger of the duty to defend under the Travelers Policies were satisfied, including LOL's notice and demand having been made upon Travelers for coverage.

37. No exclusions or limitations apply to take away LOL's right to a defense of the Cushing Superfund Claim under the Travelers Policies.

38. LOL is entitled to payment and reimbursement under the Travelers Policies for all amounts which LOL has incurred subsequent to February 19, 2008, and for all amounts LOL will incur in future, in the defense of the Cushing Superfund Claim.

39. Travelers has refused to honor the duty to defend contained in the Travelers Policies after receiving tender of the Cushing Superfund Claim.

40. Travelers' refusal to defend the Cushing Superfund Claim breached Travelers' duty to defend under the terms of the Travelers Policies.

41. Travelers is liable to LOL for, and LOL is entitled to recover, damages in the amount of the entire loss LOL has suffered since February 19, 2008, and for all amounts LOL will in the future incur, in defending the Cushing Superfund Claim.

COUNT TWO
Declaration of Rights

42. LOL repeats and realleges paragraphs 1-41 as though fully set forth herein.

Employers

43. The Employers Policies obligate Employers to indemnify LOL for any loss incurred in settling or in paying judgments for covered claims, subject to the terms and limits of the Employers Policies.

44. LOL is entitled to indemnification under some or all of the Employers Policies for damages LOL may incur settling, paying judgments or responding to administrative orders due to the Cushing Superfund Claim, subject to the terms and limits of the Employers Policies.

45. All conditions precedent to declaratory relief and to recovery under the Employers Policies have been satisfied, including LOL's notice and demand having been made upon Employers for coverage.

46. Employers disputes the contentions set forth above in paragraph 44.

47. An actual controversy exists between LOL and Employers over Employers' indemnification obligations for the Cushing Superfund Claim.

48. Declaratory relief from this Court will terminate the dispute between LOL and Employers.

49. A judicial declaration is necessary to establish LOL's rights and Employers' duties regarding the Cushing Superfund Claim in the event that LOL becomes liable for the payment of damages due to a settlement or a judgment.

Travelers

50. The Travelers Policies obligate Travelers to indemnify LOL for any loss incurred in settling or in paying judgments for covered claims, subject to the terms and limits of the Travelers Policies.

51. LOL is entitled to indemnification under some or all of the Travelers Policies for damages LOL may incur settling, paying judgments or responding to administrative orders due to the Cushing Superfund Claim, subject to the terms and limits of the Travelers Policies.

52. All conditions precedent to declaratory relief and to recovery under the Travelers Policies have been satisfied, including LOL's notice and demand having been made upon Travelers for coverage.

53. Travelers disputes the contentions set forth above in paragraph 51.

54. An actual controversy exists between LOL and Travelers over Travelers' indemnification obligations for the Cushing Superfund Claim.

55. Declaratory relief from this Court will terminate the dispute between LOL and Travelers.

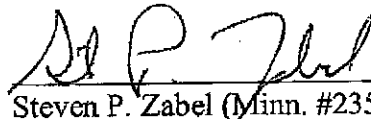
56. A judicial declaration is necessary to establish LOL's rights and Travelers' duties regarding the Cushing Superfund Claim in the event that LOL becomes liable for the payment of damages due to a settlement or judgment.

WHEREFORE, LOL demands judgment in its favor against Employers and Travelers:

1. Adjudging that Employers and Travelers are obligated to reimburse LOL for all amounts which LOL has incurred since February 19, 2008, and will incur in the future, in defending the Cushing Superfund Claim;
2. Adjudging that Employers and Travelers are obligated, in accordance with the terms, and subject to the limits, of their policies, to indemnify LOL for amounts LOL may pay to settle, to satisfy a judgment, or to comply with an administrative order due to the Cushing Superfund Claim;
3. Awarding LOL the reasonable attorneys' fees it will incur in prosecuting this action against Employers and Travelers; and
4. Granting LOL such other and further relief as to the Court may deem just and proper.

Dated:

February 18, 2009



Steven P. Zabel (Minn. #235866)

**LEONARD, STREET AND DEINARD
PROFESSIONAL ASSOCIATION**

150 South Fifth Street, Suite 2300

Minneapolis, Minnesota 55402

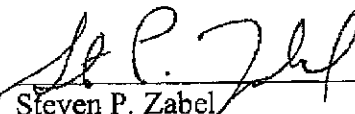
Telephone: (612) 335-1500

Facsimile: (612) 335-1657

**ATTORNEY FOR PLAINTIFF
LAND O' LAKES, INC.**

ACKNOWLEDGMENT

The undersigned acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to MINN. STAT. § 549.211, to the party against whom the allegations in this pleading are asserted.



Steven P. Zabel

EMPLOYERS MUTUAL INSURANCE POLICIES

<u>POLICY PERIOD</u>	<u>POLICY NUMBER</u>	<u>POLICY LIMIT</u>
4/1/1951 - 4/1/1952	1622-24085	\$100,000
4/1/1952 - 4/1/1953	1623-21473	\$100,000
4/1/1953 - 4/1/1954	1624-21473	\$500,000
4/1/1954 - 4/1/1955	1625-21473	\$500,000
4/1/1955 - 4/1/1956	1626-21473	\$500,000
4/1/1956 - 4/1/1957	1627-00-021473	\$500,000
4/1/1957 - 4/1/1958	1628-00-021473	\$500,000
4/1/1958 - 4/1/1959	1629-00-021473	\$500,000
4/1/1959 - 4/1/1960	1620-00-021473	\$500,000
4/1/1960 - 4/1/1961	1621-00-021473	\$500,000
4/1/1961 - 4/1/1962	1622-00-021473	\$500,000
4/1/1962 - 3/31/1963	1623-00-021473	\$500,000
3/31/1963 - 3/31/1964	1624-00-021473	\$500,000
3/31/1964 - 3/31/1965	1625-00-021473	\$500,000
3/31/1965 - 3/31/1966	1626-00-021473	\$500,000
3/31/1966 - 3/31/1967	1627-00-021473	\$500,000

EXHIBIT A

POLICY PERIOD	POLICY NUMBER	POLICY LIMIT
3/31/1967 – 3/1/1968	1628-00-021473	\$100,000
3/31/1968 – 3/31/1969	1629-00-021473	\$100,000
3/31/1969 – 3/31/1970	1620-00-021473	\$100,000
3/31/1970 – 3/31/1971	1621-00-021473	\$100,000
3/31/1971 – 3/31/1972	1622-00-021473	\$100,000
3/31/1972 – 3/31/1973	1623-00-021473	\$100,000
3/31/1973 – 3/31/1974	1624-00-021473	\$100,000
3/31/1974 – 2/1/1975	1625-03-021473	\$100,000

TRAVELERS INSURANCE POLICIES

<u>POLICY PERIOD</u>	<u>POLICY NUMBER</u>	<u>POLICY LIMIT</u>
1/1/1965 - 1/1/1966	RKSLG 2194073	?
1/1/1966 - 1/1/1967	RKSLG 2194073	?
1/1/1967 - 1/1/1968	RKSLG 2194073	?
1/1/1968 - 1/1/1969	TRKSLG 914004 68	?
1/1/1969 - 1/1/1970	TRKSLG 914004 69	?
1/1/1970 - 1/1/1971	TRKSLG 914004 70	?
1/1/1971 - 1/1/1972	TRKSLG 914004 71	500K
1/1/1972 - 1/1/1973	TRKSLG 914004 72	500K
1/1/1973 - 1/1/1974	TRKSLG 914004 73	500K
1/1/1974 - 1/1/1975	TRSLG 111T037 7 74 TRL NSL 112T123 8 74	500K
1/1/1975 - 1/1/1976	TRSLG 111T037 7 75 TRL NSL 112T123 8 75	500K
1/1/1976 - 1/1/1977	TRSLG 111T037 7 76 TRL NSL 112T123 8 76	500K
1/1/1977 - 1/1/1978	TRSLG 111T037 7 77 TRL NSL 112T123 8 77	500K

EXHIBIT B

POLICY PERIOD	POLICY NUMBER	POLICY LIMIT
1/1/1978 - 1/1/1979	TRSLG 111T037 7 78 TRL NSL 112T123 8 78	500K
1/1/1979 - 1/1/1980	TRSLG 111T037 7 79 TRL NSL 112T123 8 79	500K
1/1/1980 - 1/1/1981	TREE-SLG 111T037-7-80 TRL NSL-112T123-8-80	1MM
1/1/1981 - 1/1/1982	TREE-SLG-111T037-7-81 TRL NSL-112T123-8-81	1MM

Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Court File No. _____

Land O' Lakes, Inc.,

Plaintiff,

vs.


Employers Mutual Liability
Insurance Company of Wisconsin
and The Travelers Indemnity
Company,

**CONSENT TO REMOVAL OF
DEFENDANT EMPLOYERS
INSURANCE COMPANY OF
WAUSAU, f/k/a EMPLOYERS
INSURANCE OF WAUSAU, A
MUTUAL COMPANY,
incorrectly named as
EMPLOYERS MUTUAL
LIABILITY INSURANCE
COMPANY OF WISCONSIN**

Defendants.

Defendant Employers Insurance Company of Wausau, f/k/a Employers Insurance of Wausau, A Mutual Company, incorrectly named as Employers Mutual Liability Insurance Company of Wisconsin, was served with a copy of the original Summons and Complaint on February 23, 2009. With full reservation of any defenses, objections and exceptions, this defendant, through its undersigned counsel, hereby consents to the subject removal.

Dated: March 24, 2009



Scott J. Ryskoski (No. 0256043)
Ryskoski Law, P.L.L.C.
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Southlake, TX 76092
Telephone: 817-310-3527
Facsimile: 817-310-0141

**ATTORNEYS FOR EMPLOYERS
INSURANCE COMPANY OF WAUSAU,
f/k/a EMPLOYERS INSURANCE OF
WAUSAU, A MUTUAL COMPANY,
incorrectly named as EMPLOYERS
MUTUAL LIABILITY INSURANCE
COMPANY OF WISCONSIN**